

AN ORDINANCE approving Contract for ADDITIONS AND RENOVATIONS FOR THE CITY OF FORT WAYNE DEPARTMENT OF ANIMAL CARE AND CONTROL between HOEPPNER CONSTRUCTION CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for ADDITIONS AND RENOVATIONS FOR THE CITY OF FORT WAYNE DEPARTMENT OF ANIMAL CARE AND CONTROL by and between HOEPPNER CONSTRUCTION CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

additions and renovations for the City of Fort Wayne Department of Animal Control, 3020 Hillegas Road, Fort Wayne, IN.;

involving a total cost of TWO MILLION FORTY-SIX THOUSAND NINE HUNDRED SEVEN AND 50/100 DOLLARS - (\$2,046,907.50).

SECTION 2. Prior Approval has been requested from Common Council on AUGUST 12, 1997. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM AND LEGALITY


J. Timothy McCauley, City Attorney

DIGEST STREET

TITLE OF ORDINANCE:Contract for Additions and Renovations for the City of Fort Wayne, Ind., 3020 Hillegas Road.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for Additions and Renovations for the City of Fort Wayne Department and Animal Care and Control 3020 Hillegas Road, Fort Wayne, IN. Hoeppner Construction Corporation is the Contractor. PRIOR APPROVAL REQUESTED ON August 12, 1997.

EFFECT OF PASSAGE: Renovations and Additions will be made

EFFECT OF NON-PASSAGE: Renovations and Additions will not be made

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$2,046,907.50 (Base Bid & Alt. 7, 8, 9 & 11 and 10% contingency. (Municipal Building Corporation Lease)

ASSIGNED TO COMMITTEE (PRESIDENT): _____



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted
in this document by reference. Do not use with other general conditions unless this document is modified.*

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Sixth (6th) day of August in the year of
Nineteen Hundred and Ninety-Seven (1997)

BETWEEN the Owner: The City of Fort Wayne
(Name and address) One Main Street
Fort Wayne, Indiana 46802

and the Contractor: Hoeppner Construction Corporation
(Name and address) 1938 Inwood Drive
Fort Wayne, Indiana 46815

The Project is: Additions and Renovations for the City of Fort Wayne
(Name and location) Department of Animal Care and Control
3020 Hillegas Road
Fort Wayne, Indiana 46808

The Architect is: Grinsfelder Associates Architects Inc.
(Name and address) 903 West Berry Street
Fort Wayne, Indiana 46802

The Owner and Contractor agree as set forth below.

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ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, ~~XXXXXX~~

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

400 Calendar Days From The Date Of Commencement

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

NONE

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Two Million Forty Six Thousand Nine Hundred Seven and Fifty Hundredths Dollars (\$ 2,046,907.50), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Principal Bid Sum	\$1,843,000.00
Alternate Number Seven (#7)	
Masonry Screen Wall for HVAC Equipment	\$4,550.00
Alternate Number Eight (#8)	
Epoxy Grout Finish for Mortar Joints at Glazed Block	\$2,500.00
Alternate Number Nine (#9)	
Twelve (12) New Fixed Aluminum Windows	\$3,875.00
Alternate Number Eleven (#11)	
New HVAC Roof Top Unit for the Two Story Building	\$6,900.00
Contingency 10%	<u>\$186,082.50</u>
Total Contract Sum	\$2,046,907.50

4.3 Unit prices, if any, are as follows:

See Exhibit "A"

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~xxx~~
~~follows~~

5.3 Provided an Application for Payment is received by the Architect not later than the Last
the Last day of a month, the Owner shall make payment to the Contractor not later than
the Last day of the following month. If an Application for Payment is received by the
Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30)
days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent
(10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-Five percent (95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Upon the satisfactory completion of 50% of the project, the retainage for the balance of the project shall be reduced to 0%.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, ~~XXXXXX~~

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

NONE

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

Refer To Exhibit "D" For Escrow Agreement

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated July 7, 1997, and are as follows:

Document	Title	Pages
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See Exhibit "B"

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
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See Exhibit "C"

9.1.5 The Drawings are as follows, and are dated July 7, 1997

unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Sheet T-1	Cover Sheet	7/7/97
Sheet C-1	Site Plan	7/7/97
Sheet C-2	Utility Plan	7/7/97
Sheet C-3	Grading And Drainage Plan	7/3/97
Sheet C-4	Landscape Plan	7/7/97
Sheet D-1	Demolition Plan	7/7/97
Sheet S-1	Foundation Plan	7/7/97
Sheet S-2	Concrete Slab Plan	7/7/97
Sheet S-3	Roof Framing Plan	7/7/97
Sheet S-4	Mechanical Platform Framing Plan	7/7/97
Sheet S-5	Structural Details	7/7/97
Sheet S-6	Truss Elevations And Stress Diagrams	7/7/97
Sheet A-1	Architectural First Floor Plan	7/7/97
Sheet A-2	Architectural Second Floor Plan And Room Finish Schedule	7/7/97
Sheet A-3	Door Schedule, Door Elevations Details, Lintel Schedule	7/7/97
Sheet A-4	Building Elevations	7/7/97
Sheet A-5	Exterior Courtyard Elevations	
Sheet A-6	Building Sections And Details	7/7/97
Sheet A-7	Building Sections Sections And Interior Elevations	7/7/97

Continued On Exhibit "E"

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
One (#1)	July 21, 1997	FAX Cover Sheet, Cover Sheet, Sheets A1-1 Through A1-9, Sheets ADD1-A1 Through ADD1-A5, Sheet AAD1-M2a, Sheet ADD1-M2b, Sheet ADD1-M2c, Sheet ADD1-M2d
Two (#2)	July 25, 1997	FAX Cover Sheet, Cover Sheet, Sheets A2-1 Through A2-9, Sheets ADD2-A1 Through ADD2-A4, Sheet ADD2-C2a

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Proposal Dated July 30, 1997
2. Certificate of Insurance
3. Form 96 Dated July 29, 1997
4. PreBid Construction Meeting Notes Dated July 15, 1997
5. Office of Contract Compliance PreBid Construction Meeting Presentation Handout
6. Street Barricade Maintenance Information
7. Current Contractual Obligations
8. Non-Collusion Affidavit Dated July 30, 1997
9. 100% Performance Bond and Labor and Materials Payment Bond
10. Financial Statement Prepared by Lewis CPA Group, P.C.
11. Bid Bond

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER The City of Fort Wayne

CONTRACTOR Hoeppner Construction Corporation

(Signature)

(Signature)

(Printed name and title)

Mark E. Hoeppner, Vice President
(Printed name and title)




CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

BOARD OF PUBLIC WORKS


Linda Buskirk, Chairman


C. James Owen, Member


John Stafford, Member

ATTEST 
Patricia J. Crick, Clerk

EXHIBIT A

Unit Prices:

The following is a list of unit costs. These costs include all labor, materials, transportation, hauling, freight, overhead, profit, and other incidental expenses related to the work. These costs shall be used uniformly for either additions to or deductions from the original work specified:

<u>Classifications</u>	<u>For Additions</u>	<u>For Deductions</u>	<u>Unit</u>
Concrete Sidewalk with granular base.	<u>\$3.65</u>	<u>\$3.00</u>	Sq. Ft.
Steel Reinforcement	<u>\$.32</u>	<u>\$.25</u>	Per Lb.
Asphalt Patching	<u>\$1.55</u>	<u>\$1.25</u>	Sq. Ft.
Excavation of Unsuitable Soil (Hand)	<u>\$60.00</u>	<u>\$40.00</u>	Cu. Yd.
Excavation of Unsuitable Soil (Machine)	<u>\$12.00</u>	<u>\$5.75</u>	Cu. Yd.
Engineered Fill Bank Run Gravel to 98% Standard Proctor Density	<u>\$20.75</u>	<u>\$10.00</u>	Cu. Yd.
Painting (1 Prime Coat, 2 Finish Coats - Walls and Ceilings)	<u>\$.65</u>	<u>\$.45</u>	Sq. Ft.

Exhibit "B"
Additions and Renovations for the City of Fort Wayne
Department of Animal Care and Control

Supplementary Conditions Breakdown

<u>Document</u>	<u>Title</u>	<u>Pages</u>
Article 1.1.1.	The Contract Documents	SGC-1
Article 1.1.2.	The Contract	SGC-1
Article 1.1.4.	The Project	SGC-1
Article 1.2.	Execution, Correlation & Intent	SGC-1
Article 2.1.	The Owner	SGC-2
Article 3.	The Contractor	SGC-2
Article 3.7.	Permits, Fees and Notices	SGC-2
Article 3.9.	Superintendent	SGC-2
Article 3.14.	Cutting and Patching of Work	SGC-2
Article 3.18.	Indemnification	SGC-3
Article 4.1.	Architect	SGC-3
Article 5.2.	Award of Subcontractors	SGC-3
Article 9.2.	Schedule of Values	SGC-3
Article 9.3.1.	Application for Payment	SGC-3 through SGC-5
Article 9.10.	Final Completion/Final Payment	SGC-5
Article 10.	Protection of Persons and Property	SGC-5
Article 11.	Insurance and Bonds	SGC-5 through SGC-9
Article 11.3.	Property Insurance	SGC-9 through SGC-10
Article 11.4.	Performance Bond/Payment Bond	SGC-10 through SGC-11
Article 13.1.	Governing Law	SGC-11
Article 15.	Drawings and Specifications	SGC-11 through SGC-12
Article 16.	Manufacturer's Directions/Operation Instructions	SGC-12
Article 17.	Anti-Discrimination Clause - Indiana Code	SGC 12 through SEC-13
Article 18.	Anti-Discrimination Clause - Fort Wayne	SGC-13 through SGC-14

EXHIBIT C

SECTION	TITLE	PAGES
Notice to Contractors		NTC-1 through NTC-2
Notice to Bidders		NB-1 through NB-2
Instructions to Bidders		IB-1 through IB-8
Bid Proposal		BP-1 through BP-6
Form 96-1		96-1-1 through 96-1-3
Certificate In Lieu of Financial Statement		CGS-1
Bidders Bond		BB-1 through BB-2
Street Barricade Maintenance Information		SBM-1
Emerging Business Enterprise (EBE) Declaration Form		EBE-1
E.B.E. Rider		EBE-1 through EBE-3
Non-Collusion Affidavit		NCA-1
Payment Bond		PB-1 through PB-2
Performance and Guaranty Bond		PGB-1 through PGB-2
General Provisions		GP-1 through GP-4
Equal Employment Opportunity		EEO-1 through EEO-2
Affirmative Action Program-Declaration Form		AAP/DF-1 through AAP/DF-2
Affirmative Action Program-Statistical Information		AAP/SI-1
Certificate of Non-Segregated Facilities		CONSF-1
Contract Compliance Directory		CCDIR-1 through CCDIR-14
Contract Compliance Documents		CCD-1 through CCD-3
Instruction to Bidders-EEO		IB/EEO-1 through IB/EEO-2
Affirmative Action Program		AAP-1 through AAP-4
Current Contractual Obligations		CCO-1
General Conditions		GC-1
Supplementary General Conditions		SGC-1 through SGC-14
Section 01010	Summary of Work	01010-1 through 01010-3
Section 01020	Allowances	01020-1 through 01020-2
Section 01026	Unit Prices	01026-1
Section 01027	Applications for Payment	01027-1 through 01027-3
Section 01030	Alternates	01030-1 through 01030-3
Section 01040	Coordination	01040-1 through 01040-3
Section 01095	Reference Standards and Definitions	01095-1 through 01095-3
Section 01200	Project Meetings	01200-1 through 01200-2
Section 01300	Submittals	01300-1 through 01300-5
Section 01400	Quality Control	01400-1 through 01400-3
Section 01500	Construction Facilities and Temporary Controls	01500-1 through 01500-8
Section 01620	Product Delivery, Storage and Protection	01620-1 through 01620-2
Section 01631	Substitutions	01631-1 through 01631-2
Section 01700	Contract Closeout	01700-1 through 01700-3

Section 15070	Electrical Requirements for	15070-1
Section 15100	Mechanical Equipment	15100-1 through 15100-2
Section 15120	Valves	15120-1 through 15120-3
Section 15135	Piping Specialties	15135-1
Section 15140	Meters and Gauges	15140-1 through 15140-3
Section 15190	Supports and Anchors	15190-1
Section 15250	Mechanical Identification	15250-1 through 15250-2
Section 15411	Mechanical Insulation	15411-1 through 15411-2
Section 15412	Water Supply System	15412-1 through 15412-2
Section 15413	Soil and Waste System	15413-1 through 15413-2
Section 15440	Storm Water System	15440-1 through 15440-2
Section 15453	Plumbing Fixtures	15453-1
Section 15458	Plumbing Pumps	15458-1 through 15458-2
Section 15488	Water Heaters	15488-1 through 15488-2
Section 15510	Natural Gas Systems	15510-1 through 15510-3
Section 15515	Hydronic Piping	15515-1 through 15515-3
Section 15530	Hydronic Specialties	15530-1
Section 15540	Refrigerant Piping	15540-1
Section 15556	HVAC Pumps	15556-1
Section 15683	Boilers	15683-1 through 15683-3
Section 15743	Chillers	15743-1 through 15743-2
Section 15830	Air Cooled Condensers	15830-1 through 15830-2
Section 15855	Terminal Units	15855-1 through 15855-2
Section 15856	Air Handling Units	15856-1 through 15856-2
Section 15870	Air Treatment Equipment	15870-1
Section 15891	Power Ventilators	15891-1 through 15891-5
Section 15910	Metal Duct Work	15910-1 through 15910-2
Section 15932	Ductwork Accessories	15932-1 through 15932-3
Section 15973	Air Outlets and Inlets	15973-1 through 15973-13
	Temperature Controls	
	* Electric	
Section 15990	Testing, Adjusting and	15990-1 through 15990-2
	Balancing	16010-1 through 16010-8
Section 16010	General Provisions	
Section 16050	Basic Electrical	
	Requirements	16050-1 through 16050-4
Section 16110	Raceways	16110-1 through 16110-2
Section 16120	Wires and Cables	16120-1 through 16120-2
Section 16135	Electrical Boxes and Fittings	16135-1
Section 16143	Wiring Devices	16143-1 through 16143-2
Section 16400	Service and Distribution	16400-1
Section 16425	Switchboards	16425-1
Section 16452	Grounding	16452-1
Section 16470	Panelboards	16470-1 through 16470-2
Section 16500	Lighting	16500-1 through 16500-3
Section 16721	Fire Alarm Systems	16721-1
Section 16740	Communications	16740-1
Section 16950	Electric Power Equipment	16950-1 through 16950-3

Section 01740	Warranties	01740-1 through 01740-2
Section 01900	Wage Scale	01900-1 through 01900-4
Section 02010	Subsurface Investigation	02010-1 through 02101-11
Section 02060	Building Demolition	02060-1 through 02060-3
Section 02110	Site Clearing	02110-1 through 02110-2
Section 02200	Earthwork	02200-1 through 02200-6
Section 02511	Hot-Mixed Asphalt Paving	02511-1 through 02511-2
Section 02831	Chain Link Fences & Gate	02831-1 through 02831-4
Section 02900	Landscape Work	02900-1 through 02900-4
Section 03300	Cast-In-Place Concrete	03300-1 through 03300-7
Section 04200	Unit Masonry	04200-1 through 04200-9
Section 04270	Glass Unit Masonry	04270-1 through 04270-3
Section 05120	Structural Steel	05120-1 through 05120-3
Section 05500	Metal Fabrications	05500-1 through 05500-4
Section 06100	Rough Carpentry	06100-1 through 06100-5
Section 06185	Structural Glued Laminated Timber	06185-1 through 06185-3
Section 06192	Metal-Plate Connected Wood Trusses	06192-1 through 06192-3
Section 06200	Finish Carpentry	06200-1 through 06200-3
Section 07210	Building Insulation	07210-1 through 07210-3
Section 07311	Asphalt Shingles	07311-1 through 07311-4
Section 07530	Single Ply Roofing	07530-1 through 07530-4
Section 07600	Flashing and Sheet Metal	07600-1 through 07600-3
Section 07901	Joint Sealants	07901-1 through 07901-3
Section 08110	Steel Doors and Frames	08110-1 through 08110-4
Section 08211	Flush Wood Doors	08211-1 through 08211-3
Section 08333	Overhead Doors	08333-1 through 08333-4
Section 08410	Aluminum Entrances and Storefronts	08410-1 through 08410-4
Section 08520	Aluminum Windows	08520-1 through 08520-4
Section 08710	Door Hardware	08710-1 through 08710-11
Section 08800	Glazing	08800-1 through 08800-4
Section 09255	Gypsum Drywall and Assemblies	09255-1 through 09255-7
Section 09512	Acoustical Tile Ceilings	09512-1 through 09512-3
Section 09660	Resilient Tile Flooring	09660-1 through 09660-2
Section 09678	Resilient Wall Base and Accessories	09678-1 through 09678-2
Section 09680	Carpet	09680-1 through 09680-4
Section 09725	Seamless Quartz Flooring	09725-1 through 09725-4
Section 09726	High Solids Epoxy Flooring	09726-1 through 09726-3
Section 09900	Painting	09900-1 through 09900-10
Section 09950	Wall Coverings	09950-1 through 09950-2
Section 10155	Toilet Compartments	10155-1 through 10155-3
Section 10505	Metal Lockers	10505-1 through 10105-2
Section 10522	Fire Extinguishers, Cabinets and Accessories	10522-1 through 10522-3
Section 10800	Toilet and Bath Accessories	10800-1 through 10800-3
Section 10830	Mirror Units	10830-1 through 10830-2
Section 15010	General Provisions	15010-1 through 15010-3
Section 15050	Basic Mechanical Requirements	15050-1 through 15050-4

EXHIBIT "E"

Number	Title	Date
Sheet A-8	Wall Sections And Opening Details	7/7/97
Sheet A-9	Roof Plan, Entry Section, And Details	7/7/97
Sheet A-10	Reflected Ceiling Plan	7/7/97
Sheet A-11	Interior Elevations And Details	7/7/97
Sheet M-1	Mechanical Schedules	7/7/97
Sheet M-2	Mechanical Floor Plan	7/7/97
Sheet M-3	Mechanical Sections	7/7/97
Sheet M-4	Mechanical Details	7/7/97
Sheet P-1	Underfloor Plumbing Plan	7/7/97
Sheet P-2	Plumbing Floor Plan	7/7/97
Sheet P-3	Plumbing Isometric And Details	7/7/97
Sheet E-1	Lighting Plan	7/7/97
Sheet E-2	Electrical Plan	7/7/97
Sheet E-3	Electrical Schedules	7/7/97

INSTRUCTION SHEET

FOR AIA DOCUMENT A101, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR where the Basis of Payment is a STIPULATED SUM—1987 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document A101 is intended for use on construction projects where the basis of payment is a stipulated sum (fixed price). It is suitable for any arrangement between the Owner and Contractor where the cost has been set in advance, either by bidding or by negotiation.

2. Related Documents

This document has been prepared for use in conjunction with the 1987 edition of AIA Document A201, General Conditions of the Contract for Construction, which is adopted into A101 by a specific reference. This integrated set of documents is suitable for most projects; however, for projects of limited scope, use of AIA Document A107 may be considered.

The A101 document may be used as one part of the Contract Documents which record the Contract for Construction between the Owner and the Contractor. The other Contract Documents are:

- General Conditions (i.e., A201)
- Supplementary Conditions
- Drawings
- Specifications
- Modifications

Although the AIA does not produce standard documents for Supplementary Conditions, Drawings or Specifications, a variety of model and guide documents are available, including AIA's MASTERSPEC.

3. Arbitration

This document incorporates ARBITRATION by adoption of AIA Document A201, which provides for arbitration according to the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. A few states require that the contracting parties be especially notified that the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when the parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules, write the American Arbitration Association, 140 West 51st Street, New York, NY 10020.

4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-contractor agreements and other contract forms which they prepare. Such forms should be carefully compared with the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted.

5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of the Work on the basis of oral agreements or understandings. The standard AIA agreement forms have been developed through more than seventy-five years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

6. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

7. Limited License for Reproduction

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E.B.E. RIDER

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as "Owner", and Hoepfner hereinafter referred to as "Contractor",
Construction Corporation

WITNESSETH:

WHEREAS, Contractor is the apparent low bidder on construction project commonly referred to as the Fort Wayne Animal Control which project was bid under Resolution Number ; and

WHEREAS, Contractor agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as "E.B.E.'s" as subcontractors on this project is 10 % of the contract amount; and

WHEREAS, Owner has, pursuant to Executive Order 90-01 (as amended 12/19/91), adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order; and

WHEREAS, said Executive Order states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is unable to subcontract 10% of the contract amount or secure the services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on which he/she will provide a written description of the efforts taken to comply with the participation goals."

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Conditional Award: Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, Owner awards the construction contract to the Contractor.

2. E.B.E. Retainage Requirements: If the contractor is in compliance with the provisions of the construction contract to which this Rider is attached, the Owner will make payments for such work performed and completed. However, in any such case, the Owner will retain ten percent (10%) of the total amount owing to insure satisfactory completion of the contract and to insure contractor's compliance with this E.B.E. Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Public Works that the contractor has made a good faith effort to subcontract 10 % of the contract amount to emerging business enterprises, the contractor will be paid in full.

IN WITNESS WHEREOF, the parties have executed this E.B.E. Rider this 6 day of
August, 1997

By:

Mark E. Hoeppner
Contractor

Mark E. Hoeppner
Vice President

By:

Board of Public Works

Linda Buskirk
Linda Buskirk
Chairman

John Stafford
John Stafford
Member

C. James Owen
C. James Owen
Member

ATTEST:

Patricia J. Crick
Patricia J. Crick Clerk

Read the first time in full and on motion by Schmidt,
and duly adopted, read the second time by title and referred to the Committee on
Finance, (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____,
the _____ day of _____, 19____, at _____
o'clock _____ M., E.S.T.

DATED: 8-12-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt,
and duly adopted, placed on its passage. PASSED LOSD
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS	<u>✓</u>			
HALL	<u>✓</u>			
HAYHURST				<u>✓</u>
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 8-26-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____
(ZONING) _____ ORDINANCE _____ RESOLUTION NO. 8-78-97
on the 26th day of August, 1997

ATTEST:

SEAL

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas P. Helmke
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
27th day of August, 1997,
at the hour of 11:30, o'clock A., M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day
of August, 1997, at the hour of 1:00
o'clock _____ M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-97-08-06

REPORT OF THE COMMITTEE ON FINANCE

DONALD J. SCHMIDT - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract
for ADDITIONS AND RENOVATIONS FOR THE CITY OF FORT WAYNE DEPARTMENT
OF ANIMAL CARE AND CONTROL BETWEEN HOEPPNER CONSTRUCTION CORPORATION
and the City of Fort Wayne, Indiana, in connection with the Board
of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DSL
Thomas E. Hapburn
Martin L. Bunc
Thomas P. Henry
Dee Dee Cavitt
John D. Cignup
Richard Hall

DATED:

8-26-97

Sandra E. Kennedy
City Clerk